

JUL 03 2003

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

Federal Communications Commission
Office of Enforcement

In the Matter of)	EB DOCKET NO. 03-96
)	
NOS COMMUNICATIONS, INC.,)	File No. EB-02-TC-119
AFFINITY NETWORK INCORPORATED)	
and NOSVA LIMITED PARTNERSHIP)	NAL/Acct. No. 200332170003
)	
Order to Show Cause and Notice of)	FRN: 0004942538
Opportunity for Hearing)	

To: Affinity Network Incorporated

**ENFORCEMENT BUREAU'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS FROM
AFFINITY NETWORK INCORPORATED**

I. The Enforcement Bureau (the "Bureau"), by its attorneys and pursuant to Section 1.325 of the Commission's Rules, 47 C.F.R. §1.325, hereby requests that Affinity Network Incorporated, produce the documents specified herein for inspection and copying. NOS Communications, Inc. shall produce such documents at the offices of the Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Suite 3-B443, 445 12th Street, S.W., Washington, D.C. 20554 (or at some location that is mutually acceptable to the Bureau and Affinity Network Incorporated within ten (10) calendar days of the date of this Request.

Definitions and Instructions

As used herein:

a. The term "NOS" means NOS Communications, Inc., its subsidiaries and affiliates.

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DATE

b. The term "Affinity" means Affinity Network Incorporated, its subsidiaries and affiliates.

c. The term "NOSVA" means NOSVA Limited Partnership, its subsidiaries and affiliates.

d. The term "Document" shall mean the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, videotaped, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made, including but not limited to any book, pamphlet, periodical, contract, agreement, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, personnel file, personnel folder, preliminary drafts, or versions of all of the above, and computer material (print-outs, cards, magnetic or electronic tapes, disks and such codes or instructions as will transform such computer materials into easily understandable form) in the possession, custody, or control of Affinity.

e. The terms "relate to" and "relating to" mean constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or in any way is pertinent to the specified subject, including documents concerning the preparation of the documents.

f. The term "winback" means a common carrier's attempt to regain the business of a customer who was once a customer of that common carrier but has since chosen another common carrier as the customer's telephone service provider.

g. The term "winback call" means a common carrier's telephone solicitation of a former customer for the purpose of winning back that customer.

h. The term "winback department" means Affinity's department, section, branch, division, unit or office, by whatever name, in which Affinity conducts or conducted winback-related efforts, call and/or activities.

i. The term "customer" means any person or business entity who is or may be required to pay for goods or services.

j. The term "LOA" means letter of agency.

k. The term "discharge" means to leave the employ of Affinity for any reason, voluntarily, involuntarily, or otherwise.

l. The term "any" shall be construed to include the word "all," and the word "all" shall be construed to include the word "any."

m. The term "or" shall be construed to include the word "and," and the word "and" shall be construed to include the word "or."

n. The term "each" shall be construed to include the word "every" and "all" and the terms "every" and "all" shall be construed to include the word "each."

o. The term "identify," when used with reference to a person or persons, shall mean to state his or her full legal name, current last known business address, current or last known business telephone number, current or last known home address, current or last known home telephone number, dates of employment or of association with Affinity,

titles held in Affinity, positions held in Affinity, descriptions of such positions, and, if applicable, reasons for no longer being employed or associated with Affinity.

p. Each document produced shall be identified by the number of the document request to which it is responsive.

q. Each document shall be produced in its entirety, even if only a portion of that document is responsive to a request herein. This means that the document shall not be edited, cut, or expunged, and shall include all appendices, tables, or other attachments, and all other documents referred to in the document or attachments. All written materials necessary to understand any document responsive to these inquiries must also be produced.

r. If a document responsive to any request herein existed but is no longer or not presently available, or if Affinity is unable for any reason to produce a document responsive to any request, each such document shall be identified by author, recipient, date, title, and specific subject matter, and a full explanation shall be provided why the document is no longer available or why Affinity is otherwise unable to produce it.

s. If any document produced in response to any request herein is not dated, the date on which the document was prepared shall be provided. If any document does not identify its author(s) or recipient(s), the name(s) of the author(s) or recipient(s) of the document shall be provided.

t. This request is continuing in nature, requiring immediate production if a further or different document responsive to any request herein comes into the possession, custody, or control of Affinity during the pendency of this proceeding.

u. If production of any document responsive to any request herein called for by this request is refused pursuant to a claim of privilege, the document shall be identified by reference to its author, recipient(s) (including any person receiving a copy, regardless of whether that recipient is listed on the document), date, and subject matter. The basis for the privilege claimed for such document shall be specified with sufficient precision to permit assessment of the applicability of the privilege involved.

v. Unless otherwise requested, the period of time covered by this Request is December 1, 2001, to the present.

Documents Requested

1. All documents relating to the articles of incorporation and by-laws of NOS and/or Affinity since their respective incorporations.

2. All documents relating to the partnership agreement of NOSVA since its formation.

3. All documents relating to the minutes of all board of directors meetings of NOS and/or Affinity since the incorporation of each entity.

4. All documents relating to the interrelationship, if any, between or among NOS, Affinity and/or NOSVA and/or any other business entities.

5. All documents relating to any ownership interest of any kind whatsoever that NOS, Affinity, and/or NOSVA have, or have had, in any other business entity.

6. All documents relating to any ownership interest of any kind whatsoever that any individual or entity has, or has had, in NOS, Affinity, and/or NOSVA.

7. All documents identifying the officers, directors, and shareholders of NOS and Affinity.

8. All documents identifying the general and limited partners of NOSVA.
9. All documents relating to the criminal conviction of any individual who is or has ever been an officer, director, partner (general or limited partner) or shareholder of NOS, Affinity, and/or NOSVA, regardless of the date of the conviction.
10. All documents relating to federal or state tax returns filed by or on behalf of NOS, Affinity, and/or NOSVA.
11. All documents relating to instructions and/or directions for making winback calls provided to NOS, Affinity, and/or NOSVA employees and/or agents.
12. All documents relating to NOS, Affinity, and/or NOSVA winback-related activities prepared by or on behalf of, sent from or on behalf of, and/or addressed, copied, or forwarded to: Robert Faulkner, Marsha Gibbs, Tim Slingerland, Raymond Perea, Martin Mazzara, and/or Regal Megret.
13. All documents relating to scripts used in connection with NOS, Affinity, and/or NOSVA winback-related activities.
14. All documents relating to NOS, Affinity, and/or NOSVA winback-related activities prepared by or on behalf of, sent from or on behalf of, and/or addressed, copied, or forwarded to: any NOS, Affinity, and/or NOSVA officer, director, partner (general or limited partner), manager, or supervisor.
15. All documents relating to the capability of NOS, Affinity, and/or NOSVA employees and/or agents to monitor, observe, analyze, and/or scrutinize in real time the telephone activity of NOS, Affinity, or NOSVA customers.
16. All documents received by NOS, Affinity, and/or NOSVA from local exchange carriers and/or inter-exchange carriers relating to NOS, Affinity, and/or

NOSVA customers that switched their service from NOS, Affinity, and/or NOSVA to another carrier.

17. All documents relating to each instance in which a NOS, Affinity, and/or NOSVA employee and/or agent identified himself or herself as a NOS, Affinity, and/or NOSVA customer (or former NOS, Affinity, and/or NOSVA customer) during a telephone conversation with a representative from a local exchange carrier and/or inter-exchange carrier in order to effectuate or attempt to effectuate a change of service on behalf of the current or former NOS, Affinity, and/or NOSVA customer.

18. All documents upon which NOS, Affinity, and/or NOSVA (including their respective officers, directors, partners, managers, supervisors and/or or employees) relied upon in determining that one or more winback calls would or should be made to representatives of: Advanced Tex, All Tek Transportation, Appeal Insurance Company, Arizconsin Group, d/b/a Crandon Nursing Home, Bank of the Sierra, Becker Wagonmaster, Inc., Century 21, Associates, Chicago Title Insurance Co., EarthAction Alerts Network, Genisys Financial d/b/a Magellan Mortgage, Nelson Engineering, The Bank of Yellville, Tri-V Services or Tideland Membership Corp.

19. All documents relating to NOS, Affinity, and/or NOSVA winback-related activities involving Advanced Tex, All Tek Transportation, Appeal Insurance Company, Arizconsin Group, d/b/a Crandon Nursing Home, Bank of the Sierra, Becker Wagonmaster, Inc., Century 21, Associates, Chicago Title Insurance Co., EarthAction Alerts Network, Genisys Financial d/b/a Magellan Mortgage, Nelson Engineering, The Bank of Yellville, Tri-V Services or Tideland Membership Corp.

20. All documents (including audiotapes and electronic recordings or files of

any kind) relating to NOS, Affinity, and/or NOSVA winback-related calls from Marsha Gibbs and Tim Slingerland to NOS, Affinity, and/or NOSVA current and/or former customers between April 20 and 30, 2002 and between March 20 and 30, 2003.

21. All documents received by NOS, Affinity, and/or NOSVA from or on behalf of NOS, Affinity, and/or NOSVA current and/or former customers relating to complaints about or criticisms of NOS, Affinity and/or NOSVA winback-related activities.

22. All documents relating to LOAs received from and/or submitted on behalf of: Advanced Tex. All Tek Transportation, Appeal Insurance Company, Arizconsin Group, d/b/a Crandon Nursing Home, Bank of the Sierra, Becker Wagonmaster, Inc., Century 21, Associates, Chicago Title Insurance Co., EarthAction Alerts Network, Genisys Financial d/b/a Magellan Mortgage, Nelson Engineering, The Bank of Yellville, Tri-V Services or Tideland Membership Corp.

23. All documents relating to how NOS, Affinity, and/or NOSVA determine or determined the identity of customers to whom its employees and/or agents will or would direct winback calls.

24. All documents relating to any disciplinary action of any kind whatsoever taken and/or imposed against any NOS, Affinity, and/or NOSVA employee and/or agent involving any apparent, alleged, and/or perceived failure to follow and/or conform to any winback script during one or more winback calls made by the employee and/or agent on behalf of NOS, Affinity, and/or NOSVA.

25. All documents relating to training of NOS, Affinity, and/or NOSVA employees and/or agents involved in making winback calls on behalf of NOS, Affinity, and/or NOSVA.

26. All documents relating to sales goals, incentives, or disincentives for NOS, Affinity, and/or NOSVA employees and/or agents involved in winback-related activities.

27. All documents relating to and/or reflecting performance appraisals of Robert Faulkner.

28. All documents relating to and/or reflecting any severance package provided to Robert Faulkner.

29. All documents relating to any meetings in March or April 2002 between or among Robert Faulkner and/or Joseph Koppy and/or Michael Arnau.

30. All documents relating to the performance of the NOS, Affinity, and/or NOSVA Accounts Receivable and Collections Department during the period April 2001 through April 2002.

31. All documents relating to and/or reflecting all performance appraisals of Marsha Gibbs.

32. All documents relating to and/or reflecting all organizational charts of NOS, Affinity and/or NOSVA.

33. All documents relating to “calling as customer” initiatives or practices of NOS, Affinity and/or NOSVA.

34. All documents relating to “short term winback” initiatives or practices of NOS, Affinity and/or NOSVA.

35. All complaints, counter-claims, and/or cross-claims filed in any county, state or federal court against NOS, Affinity and/or NOSVA alleging the companies engaged in fraudulent marketing practices.

36. All documents relating to the resolution of such complaints, counter-claims, and/or cross-claims, as referenced in Request No. 35.

37. All complaints, indictments, orders to show cause, hearing designation orders or similar proceeding-initiating documents filed against NOS, Affinity and/or NOSVA by any state public utility commission containing the allegation that any such entity engaged in fraudulent marketing practices.

38. All documents relating to the resolution of all complaints, indictments, orders to show cause, hearing designation orders or similar proceeding- initiating documents, as referenced in Request No. 37.

39. All documents relating to LOAs received from and/or submitted on behalf all NOS, Affinity, and/or NOSVA current and/or former customers relating to the provision of service by NOS, Affinity, and/or NOSVA on a temporary basis and/or for a temporary period of time.

40. All documents relating to the discharge of all NOS, Affinity, and/or NOSVA employees and/or agents who were discharged for reasons related to their winback-related activities on behalf of NOS, Affinity, and/or NOSVA.

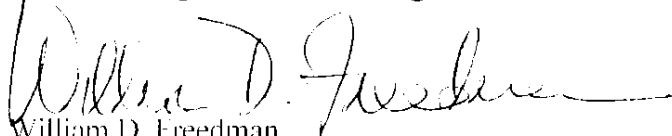
41. All documents relating to the relocation or proposed, planned and/or contemplated relocation of any or all NOS, Affinity, and/or NOSVA facilities, offices,

and/or operations to Nevada or to a location or locations elsewhere.

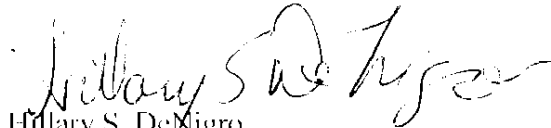
Respectfully submitted,
David H. Solomon
Chief, Enforcement Bureau



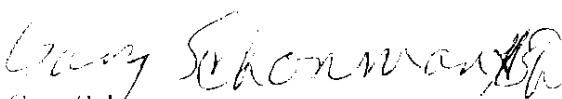
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July 3, 2003

CERTIFICATE OF SERVICE

I, Makia Day, a staff assistant in the Investigations & Hearings Division of the Enforcement Bureau, Federal Communications Commission, do hereby certify that, on July 3, 2003, a copy of the foregoing "Enforcement Bureau's First Request for Production of Documents from Affinity Network Incorporated" to:

Honorable Arthur I. Steinberg*
Administrative Law Judge
Federal Communications Commission
445 12th Street, S.W., Rm. 1-C861
Washington, D.C. 20554

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(Counsel for Affinity Network, Inc., NOSVA Limited Partnership, and the
Principals of Affinity Network, Inc., NOSVA Limited Partnership, and NOS
Communications, Inc.)

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Makia Day